

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Loretta Thomas & Franklin Thomas
Plaintiff

Complaint

Civil Action No: _____

V.

Wells Fargo Bank,
Zucker, Goldberg & Ackerman, LLC
Defendant

Plaintiff's Address 279 Seaview Ave
Jersey City, NJ 07305

Defendant Address Attorneys of
Wells Fargo Bank
ZUCKER, GOLBERG & Ackerman, LLC
200 Sheffield Street, Suite 101
PO Box 1024 Mountainside, NJ 07092- 0024

RECEIVED

FEB 04 2015

AT 8:30 11:56 am
WILLIAM T. WALSH, CLERK

Wells Fargo Bank filed a Foreclosure action against the Plaintiffs within the New Jersey Superior Court violating Bank Secrecy Laws. By first obtaining secret funds through a third party Bank and in term monetizing plaintiff names by securing a profit. Wells Fargo Bank has not proven in State Court that they are the Holders in Due Course. In order to file for a foreclosure the Bank must have ownership of the Note however Wells Fargo Bank has not proven they are the Holders in Due Course. In May of 2014 I Loretta Thomas and my Husband Franklin Thomas filed an answer with the Foreclosure Dept in Trenton New Jersey. The Plaintiffs wants proof that Wells Fargo Bank is the holder of the Note or the holders in due course. Wells Fargo Bank have done nothing more than Bully the Plaintiffs through presumptions. The Obama Administration

We asked several Discovery questions in which we were entitled to get answers to. In essence the State Court and Wells Fargo Bank has denied the Plaintiffs Constitutional Rights by violating Due Process.

UCC §1-201(24), §3-104, §3-306, §3-105,
UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
UCC §§9-102(9), (11), (12)(B), (49), (64)
12 USC 1813(l)(1)

Officer, director, or managing agent – or a witness designated under Rule

*30(b)(6) or 31(a)(4) – fails to obey an order to provide or permit discovery,
Including an order under Rules 26(f), 35, or 37(a), the court may issue
Further just orders. They may include the following:*

*(A) For Not Obeying a Discovery Order. If a party or a party's
Officer, director, or managing agent – or a witness designated under Rule*

*30(b)(6) or 31(a)(4) – fails to obey an order to provide or permit discovery,
Including an order under Rules 26(f), 35, or 37(a), the court may issue
Further just orders. They may include the following:*

(i) Directing that the matters embraced in the order or other

The Bank Lawyers made a conscience effort not to answer the questions. At which time the Lawyers of the Bank violated our 5th and 14th amendment Rights of Due Process. We asked the following questions in this manner. “Corporation’s records *should be requested in discovery. They will show that the corporation has an offsetting liability to the debtor pursuant*”. We demand and request the following information within a reasonable time frame of 30-days FAS 95, GAAP and Thrift Finance Reports (TFR). These records include FR 2046 balance sheet, 1099-OID report, S-3/A registration statement, 424-B5 prospectus and RC-S & RC-B Call Schedules. I demand the C.U.S.I.P. # the Committee Uniform Identification Process and the Tax 1099 OID.

Until this point the Lawyers of Wells Fargo have not proven their claim on the Note. Wells Fargo have committed Fraud and defaulted the Lawyers and the State Judge think my wife and I do not have a clue about what is happening. I Loretta Thomas have watched the Justice Dept Eric Holder go after the Banks for the same exact issues my husband and I have brought up to the State of New Jersey Courts. Millions of Dollars have been settled on Law suits pertaining to Bank of America, JP Morgan Chase and other Banks at last count within the last 3 to 4 years approximately \$ 240 Billion. In terms of Federal Jurisdiction the Federal Government handled these Claims.

We the Thomas Family demand Due Process which is our right 5th and 14th Amendment etc. We once more Demand the following documents.

Finance Reports (TFR). These records include:

FR 2046 balance sheet

FAS 95, 140
1099-OLD report
S-3/A registration statement
424-B5 prospectus
RC-S & RC-B Call Schedules

My husband and I realize the Banks Lawyers cannot come up with these documents because it will show fraud on behalf of the Bank. The State Court and the lawyers of Wells Fargo is covering up the Fraud. So what the Lawyers of the Bank is utilizing is procedural illegal tactics, the real law is based on substance. Although my husband and I attempted to file for a Modification in many ways we are content that we did not receive the modification because the modification only brings us back into an illegal contract.

In essence my husband and I demand a complete pay off, because we owe the Bank nothing in fact Wells Fargo Bank owe us for illegally monetizing our signature and making millions on our signature. "Mortgage Back Security Fraud" Is the note an unregistered security? It is a non-negotiable instrument. When they "the Banks" convert it into a security, it takes it out of UCC Article 3. It could be under UCC article 4 because it is deposited in a bank. But eventually, after it has gone into the SPV, and been securitized, it is moved to UCC Article 8 and Article 9 is applicable to the remedy. They have to give you the right to rescission because it is unregistered. So, they ledger that you no longer have a liability by giving you the setoff. So they are following the law. But they are keeping the records in two different sets of books.

In essence the Books are being cooked and this is why you must file an Adverse Claim, Rescind your signature, and Recoup the Proceeds of your investment. However you must first start the process with Discovery. Under the Freedom of Information Acts and the Bank Secrecy Act, IRS 201 title 26 Violation.

FEDERAL DISTRICT COURT JURISDICTION AND WHY

The State Court and Wells Fargo Bank is in Direct violation of Due Process Violation of the United States and New Jersey States Constitution. The State Court is in violation of the Truth and Lending Laws which is Federal: The Fair Act Debt Collection Practice Federal Acts:

The Truth in Lending Act, Regulation Z, 12 CFR §226.23, says that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures. Although home mortgages are exempt from some rescissions, this option becomes available if they foreclose and they stated the incorrect amount of the debt, or used the wrong form. The original debt was actually zero because the borrower's financial asset was exchanged for FED's promissory notes in an even exchange. The Fair Debt Collection

*Practices Act 15 U.S.C. §§1601, 1692, 1693, provides remedies for **deceptive or unconscionable contracts and allows payment in any legal tender. The contract was deceptive and unconscionable if the actual debt was zero.** US*

Bank, N.A. v. Ibanez, Slip Opinion, SJC-10694

The Massachusetts Supreme Judicial Court has issued its long awaited decision related to foreclosure defense: US Bank, N.A. v. Ibanez. This decision was decided in the consumer's favor and ruled that the prior foreclosures that occurred in Springfield, Massachusetts were not proper. The court affirmed that the banks did not have title to the mortgage when they published the required notices of the expected foreclosure sale or actually conducted the foreclosure sale. It is reported that this case will establish that many prior foreclosures were conducted improperly.

CAUSE OF ACTION

UCC 3-305

§ 3-305. DEFENSES AND CLAIMS IN RECOUPMENT.

(a) Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following:

(1) a defense of the obligor based on (i) infancy of the obligor to the extent it is a defense to a simple contract, (ii) duress, lack of legal capacity, or illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms, or (iv) discharge of the obligor in insolvency proceedings;

(2) a defense of the obligor stated in another section of this Article or a defense of the obligor that would be available if the person entitled to enforce the instrument were enforcing a right to payment under a simple contract; and

(3) a claim in recoupment of the obligor against the original payee of the instrument if the claim arose from the transaction that gave rise to the instrument; but the claim of the obligor may be asserted against a transferee of the instrument only to reduce the amount owing on the instrument at the time the action is brought.

(b) The right of a holder in due course to enforce the obligation of a party to pay the instrument is subject to defenses of the obligor stated in subsection (a)(1), but is not subject to defenses of the obligor stated in subsection (a)(2) or claims in recoupment.

UCC 3-306

So let's make this clear for the Banks Lawyers so when they start to lie there is no cause of action we are going to spell it clearly. If the Bank is not the holder in due course they subject to a claim by my wife and me. And I quote "a person taking an instrument, other than a person having rights of holder in due course is subject to a claim of a property or possessory right in the instrument or its proceeds, including a claim to rescind a negotiation and to recover the instrument

or its proceeds, including a claim to rescind a negotiation and to recover the instrument or its proceeds. A person having rights of holder in due course takes free of the claim to the instrument. “

Wherefore: Loretta Thomas and Franklin Thomas Executors within its claim are suing Wells Fargo Bank for the sum total of \$ 1 Million Dollars pertaining to the Cause of Action. In addition the Thomas Couple would prefer to speak directly with the officials of Wells Fargo CFO or CEO Bank based on the fact the Bank Attorneys do not have Jurisdiction or standing within the Court Room. Therefore under the Original 13th Amendment, Civil Procedure Rule 24 (a) and the Dead Man Statue Attorneys have no Jurisdiction in Courts of Law. Only live people:

Try to follow this Statue all Corporations are insolvent; There are debtors in a state of bankruptcy. Supreme Court Decisions have stated if you're insolvent or bankrupt you're civilly dead. If you are civilly dead you're naturally and legally dead. In the taxing statutes chapter 11, chapter 12 it talks "decendent" which means a dead person. In the Cestui que VIES Act of 1666, if you were missing at sea for more than 7 years you were declared DEAD there was a presumption of death. FOR EXAMPLE IN YOUR ESTATE IF THERE IS NO BENEFICIARIES OR HEIRS TO THE ESTATE ITS INTESTATE: So the presumption of Death falls under title 5 section 5565 and it's also under 40 CFR section 440.

By stating you are the Executor you break the whole incompetent issue because now you are recognized as the Executor. The Executor wraps into Trust Law, Probate law and Tax Law. The Legal Estate the All Capital letters is not the straw man but the legal Estate; always identify yourself as the Executor or the Beneficiary. Any Document signed with Blue or Black ink is a Dead Man's signature "If one is dead you cannot come into the Court and testify Read the Dead Man's Statutes.

Under than 601 Federal Rules of Evidence the Courts have adopted the Dead Man's Statutes under competency to testify.

When attorneys come into the court to testify, they should be challenged immediately ALL LAWYERS SHOULD NEVER TESTIFY IN COURT UNDER THE ORIGINAL 13TH AMENDMENT TITLES OF NOBILITY" AND "HONOR" In the winter of 1983, archival research expert David Dodge, and former Baltimore police investigator Tom Dunn, were searching for evidence of government corruption in public records stored in the Belfast Library on the coast of Maine. By chance, they

discovered the library's oldest authentic copy of the Constitution of the United States (printed in 1825). Both men were stunned to see this document included a 13th Amendment that no longer appears on current copies of the Constitution. Moreover, after studying the Amendment's language and historical context, they realized the principle intent of this "missing" 13th Amendment was to prohibit lawyers from serving in government.

So began a seven-year, nationwide search for the truth surrounding the most bizarre Constitutional puzzle in American history -- the unlawful removal of a ratified Amendment from the Constitution of the United States. Since 1983, Dodge and Dunn have uncovered additional copies of the Constitution with the "missing" 13th Amendment printed in at least eighteen separate publications by ten different states and territories over four decades from 1822 to 1860.

In June of this year, Dodge uncovered the evidence that this missing 13th Amendment had indeed been lawfully ratified by the state of Virginia and was therefore an authentic Amendment to the American Constitution. If the evidence is correct and no logical errors have been made, a 13th Amendment restricting lawyers from serving in government was ratified in 1819 and removed from our Constitution during the tumult of the Civil War.

Since the Amendment was never lawfully repealed, it is still the Law today. The implications are enormous.

As there was no penalty attached to a title of nobility or honor in the Constitution as originally ratified, the **Original Thirteenth Amendment** was proposed in December of 1809 to institute penalty for accepting or using a **"Title of Nobility or Honor"** to set oneself apart from, or superior to, or possessing of any special privileges or immunities not available to any other citizen of the United States, and **to eliminate the widespread use of "emoluments" as bribery and of the legislatures and judiciary** used to further the causes and positions of **"Special Interests"**. It was an attempt to keep politicians and civil servants **"Honest"** in their service to the citizens.

As noted in the discussion in Article 1 of the Constitution, the original Thirteenth Amendment, was ratified in 1819, adding a heavy penalty upon any person holding or accepting a Title of Nobility or Honor, or emoluments from external powers by making that person **"cease to be a citizen of the United States"** and **"incapable of holding any Office of Trust or Profit under the United States"**.

Lawyers do not have personal knowledge under 602 and he's incompetent to testify. He's testifying on behalf of a dead person. Who's the dead person he's testifying on behalf of? The Corporation. Read title 26 section 303. Corporations are decedents because they're individuals and 7701 persons, corporation, companies, associations

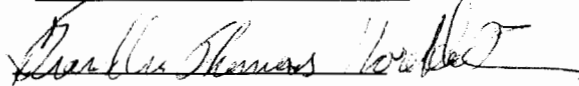
And trust and trust are all decedents. If you go to the New York State Secretary of State's

Look under definitions it will tell you that an individual is a decedent. All these corporations are entities, individuals or artificial persons and they're all decedents. When these attorneys come into court and start testifying, they're testifying on behalf of the decedent. And unless you object to it under rule 601 they get away with it and the allow their testimony as evidence. That's why the court doesn't have subject matter jurisdiction. Because the real parties in interest, if you study rule 17 A which is standing to come into court and rule 19 A which is joinder. Go New York Civil Procedure it talks about rule 19 A. If you join the real parties in interest the court cannot rule on the case because the real parties in interest aren't before the court.

The Plaintiffs have never been a party in a Federal Lawsuit civilly or otherwise. The Plaintiffs demand a Jury Trial based on the Violations of Wells Fargo Bank giving the history of all the major banks in the Foreclosure environment the plaintiffs pray that the District Court give them an opportunity to present their case to a Jury of their peers.

We declare under penalty of perjury that the foregoing is true and correct

Signed this Wed day of Feb 4 2015



Signature of Plaintiff's

Affidavit of Fact

WRIT OF IN FORMA PAUPERS

RECEIVED

FEB 04 2015

AT 8:30 11:56 a.m.
WILLIAM T. WALSH, CLERK

UNITED STATES DISTRICT COURT OF NEW JERSEY

Martin Luther King Building 50 Walnut Street Newark,

New Jersey 07102

This Document is the right of the Plaintiff to Petition the court without Fees.

United States Constitution Article VI

"All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation. This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding. The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States."

The Affidavit says plaintiff does not have, or possess, "any gold or silver coins.", pursuant to the United States Constitution as follows:

"United States Constitution Article 1, Section X;

No state shall enter into any treaty, alliance, or confederation; grant letters of
marque and reprisal; coin money; emit bills of credit; make anything but
gold and silver coin a tender in payment of debts;

I Affirm, for the Record, I do not have, or possess, any gold or silver coins, as prescribed by United States Constitution Law, which is lawful money, to pay the restricting demands, conditionally commanded by Employees and Contractors of the Court. The said restriction, that you are imposing, is unconstitutional, and arbitrarily hinders Due Process. Therefore, I submit this Writ "In Forma Pauperis", being an enjoyment and exercise of my unconditional and constitutionally - Secured Rights (and not a Feudal Law - fee - burdened privilege), to timely and speedily enforce Due Process of Law.

Clearly your demand for a "Financial Statement" is used as an instrument to deny due process of Law and my right to free access to the Courts A Motion is discretionary and an assumption that permission must be requested to exercise a constitutionally Secured Right. An exercise of a Right is not a Request, and your office knows this to be "Stare Decisis", and the Law of the Land. Tampering with Evidence is a Federal Violation, and a clear corruption of the fiduciary duties of all Court Officers. Furthermore, there is no Law prescribed in the United States Constitution stating, or requiring a "Financial Statement, "Financial Fee (Feudal Law)", or a "Motion" to exercise a Constitutional Secured Right. Your demand is a violation of Amendment IX of the United States Constitution and a violation of my Secured Right to Due Process.

United States Constitution, Amendment IX

"The enumeration in the Constitution, of certain rights, shall not be construed
to deny or disparage others retained by the people"

Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. Miranda v. Arizona 384 US 436, 125;

Access to the courts is not for sale every citizen have the right to petition the courts without financial fees.

In addition, it appears it is your position that there is a Law to support that "Access to the Court and due process of Law" is for sale. Produce the Law to support this position. Refer to United States Constitution Article VI.

***Cannon v. Commission on Judicial Qualifications, (1975) 14 Cal. 3d 678, 694**

Acts in excess of judicial authority constitutes misconduct, particularly where a judge deliberately disregards the requirements of fairness and due process.

This is not only a violation of the United States Constitution; it is also a violation of the Constitution of New Jersey.

"All courts shall be open, and every person, for an injury done to him in his person property or reputation shall have remedy by due course of Law, and right and justice administered without sale, denial or delay.

As Officer(s) of the Court, you and your assigns are bound, and have taken a solemn Oath to uphold and Support the Constitution for the United States Republic (See Article VI). Refusal of this 'Affidavit of Financial Statement' is construed to deny me 'Due Process' and is a 'Colorable Act'. This act constitutes "Perjury of Oath." These violations result in additional lawful remedies or actions filed against those violating Officers of the Court, Under United States Code of Law, Title 18 and Title 42. Offenders may be sued in their Official and private capacities. The Law always gives a remedy.

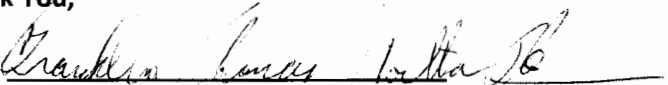
I respectfully, with 'Good Faith', and with Honor, demand free access to the Court by Right, with said access unhindered. By rightful due process, I submit this 'Affidavit of Financial Statement' and Evidence, and demand that it be processed as it was originally intended and without tampering by any unauthorized persons.

Notice to the Agent is Notice to the Principal – Notice to the Principal is notice to the Agent.

Feb 4th 2015

Thank You,

I am:



(Your Name), Authorized Representative

Natural Person, In Propria Persona:

Ex Relatione (Your Straw)

All Rights Reserved: U.C.C. 1-207/ 1-308; U.C.C. 1-103

Your Mailing Location

[Zip Exempt]

Non-Domestic

Cc: United States Attorney General, Eric H. Holder

United States Justice Department

Feb 1, 2015